

**ALAMEDA COUNTY SUPERIOR COURT**  
**APPLICATION FOR APPOINTMENT TO ADR PANELS**  
*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

**1. APPLICANT:**

**Applicant's Name:** JEFFREY ALLEN  
**Firm Name:** Graves & Allen  
**Address:** 436 14<sup>th</sup> Street  
Suite 1400  
**City/State/Zip:** Oakland, California 94612  
**Telephone:** (510) 839-8777 **Fax:** (510) 839-5192  
**Email:** jallenlaw@gravesandallen.com or jallenlaw@aol.com

**2. PANEL REQUEST:** *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

X  Judicial Arbitration  X  Mediation  X  Neutral Evaluation  X  Private Arbitration

**3. EDUCATION:**

Dates (from-to)	College/University/Law School	Degree Obtained
1970-1973	University of California at Berkeley/Boalt Law School	JD
1966-1970	University of California at Berkeley	BA

**4. LEGAL EXPERIENCE:** State Bar No. 056440 Date Admitted: 12/19/73

A. Are you a member in good standing of the State Bar of California?  X  Yes   No

B. Are you a retired judicial officer?   Yes  X  No

Please describe when/where you last served as a judicial officer: I have served as a judge pro tem in Alameda County and will serve in Contra Costa County.

C. Are you actively engaged in the practice of law at this time?  X  Yes   No

If not, are you retired from practice?   Date retired:

If your license is presently inactive, please explain:

D. Are you currently active in litigation practice?  X  Yes   No

Approximately what percentage of your practice involves litigation?  25  %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs   % ; of defendants   %?

(I no longer do personal injury litigation. When I did, I was about 50-50. I do a significant amount of mediation and arbitration in personal injury cases.)

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials  1  ; Court Trials  2  ; Mediations  9  ; Arbitrations  5  ;

G. Describe any legal publications or teaching you have done: I taught for many years at St. Mary's College in its Paralegal Program. I also taught at the Oakland College of Law and at the University of California at Berkeley. I regularly present at continuing education programs for attorneys and others. I have done programs on technology, mediation, arbitration, real estate practice and litigation practice. I have authored numerous articles for a variety of law journals and other publications. I currently serve as Editor and a columnist for GPSolo Technology & Practice Guide and the Technology eReport (both published by the American Bar Association).

## 5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Basic & Advanced Arbitration	Am. Arb. Assn.	8+ 8	prior to 1990
Adv. Construction Arbitration	Am. Arb. Assn	3	1991
Basic Mediation Training	Better Business Bureau	40	1994
Adv. Mediation Training	Alameda & SF Co. Bar Assn's.	10	1996
Arbitration Training	NASD	4	1997
Arbitrator Chair Training	NASD	4	1998

Various seminars sponsored by CEB, ACBA, ABA and the Ass'n for Conflict Resolution.

A. Number of years experience as: mediator 12 ; arbitrator 27 ; neutral evaluator 3 ;

B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Alameda County Superior Court Arbitration Panel, Contra Costa County Superior Court: Arbitration, Mediation and E.N.E. panels.

C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: Alameda County Bar Association ADR Program; Contra Costa County Superior Court ADR Program; NASD; American Arbitration Association

D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. Sole mediator: real estate transaction-breach of contract and failure to disclose;

2. Sole mediator: real estate construction dispute (home remodeling)\_\_\_\_\_;

3. Sole mediator: automobile accident (back and leg injuries)\_\_\_\_\_;

4. Sole mediator: sexual harassment claim by student against trade school and another student.

5. Sole mediator: dispute between homeowners' association and owner re land use;

6. Sole arbitrator: authombile accident (back and neck injuries)

E. Is your ADR style best described as X facilitative or X evaluative/directive? My mediation style employs elements of both facilitative and evaluative mediation, weighted to address the circumstances and parties' needs. My arbitration and ENE style is evaluative.

F. Describe any ADR related publications or training you have done: I developed a mediation program for US Youth Soccer and created and implemented a curriculum for training mediators. I have done programs on mediation and arbitration for the ACBA. I will be doing programs on commercial mediation practice and techniques in late 2003 for the Association for Conflict Resolution

G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.

**Attach a copy of your fee agreement.** (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

I charge \$125 per hour per party for mediations, and \$250 per hour for arbitrations and early neutral evaluations. I belong to the Alameda County Bar Association and the Contra Costa County Superior Court ADR programs and comply with their respective billing and pro bono requirements respecting cases assigned through those programs.

## 6. AVAILABILITY/SPECIAL REQUIREMENTS

A. List languages, other than English, in which you can conduct ADR proceedings:

B. State any special bi-cultural/multi-cultural capabilities or familiarity you possess:

C. You are available to conduct ADR conferences: X in your office; X at counsel's office; X other (please describe: Wherever all parties and counsel agree.)

D. You are available to conduct ADR proceedings: X during regular office hours; X evenings by appointment; X weekends by prior arrangement;

E. Please describe your requirements for ADR participants such as submission of

**copies of pleadings, briefs, declarations in lieu of testimony, etc.:** I encourage, but do not require, pre-session briefs. In mediations I am happy to have a brief statement of the case and the issues from each side. In arbitrations, I sometimes ask for post-hearing briefs to help with specific issues. I do like to see the pleadings, particularly in an arbitration.

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area (note that areas of practice do not total 100% due to overlapping categories):

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.	5	X	X	X	X
Civil Rights					
Collections					
Construction	5	X	X	X	X
Contracts	35	X	X	X	X
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud		X	X	X	X
False Imprison.					
Family Law					
HO Ass'n	8	X	X	X	X
Insurance Cov.					
Intellect. Property					
Landlord-Tenant	35	X	X	X	X
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership/LLC	10	X	X	X	X
P.I. – Auto		X	X	X	X
P.I. – Other		X	X	X	X
Premises Liability	10	X	X	X	X
Probate/Trust					
Product Liab.					
Real Property	58	X	X	X	X
Securities					
Tax					
Toxic Torts					
Wrongful Death					

# MEDIATION AGREEMENT

We, the undersigned, the “Parties”, have voluntarily agreed to submit our dispute to mediation and have agreed that Jeffrey Allen shall serve as the mediator. This agreement entered into at Oakland, California as of March 1, 2003.

1. **Rights and Obligations of Parties.** The Parties understand and agree that mediation is voluntary and that either party may end participation in the process at any time. The Parties understand that Jeffrey Allen is a licensed attorney. The Parties understand that Jeffrey Allen and the law firm of Graves & Allen will not provide legal advice or legal representation of any party in connection with this matter. Jeffrey Allen’s services shall be strictly limited to service as a mediator. The Parties further agree that, as provided in California Evidence Code §1127, the mediator shall not be asked or compelled to testify in any action or proceeding or to produce any “writing” as defined in Evidence Code §250. Each Party understands that they have the right to counsel in connection with this mediation.
2. **Description of Mediation.** Mediation is a voluntary, informal and confidential process in which the mediator endeavors to improve party communication, help Parties to clarify facts, identify legal issues and explore creative solutions to the dispute. The Parties agree that the purpose of mediation is to enter into a mutually acceptable agreement to resolve all relevant issues. Any agreement reached as a result of mediation shall be in writing, cover each point required for resolution, and be the best expression of the intent and understanding of each party. The settlement agreement will be binding and enforceable, and will be subject to disclosure and admissible in evidence for purposes of any proceeding to enforce such settlement, including, but not limited to, a motion pursuant to Code of Civil Procedure §665.6. The Parties agree that this Agreement may be admissible in evidence in any action the mediator may need to bring in order to collect fees.
3. **Confidentiality.** The Parties agree that the mediation proceedings shall be confidential and cannot be used in any legal proceeding except for the

enforcement of a binding settlement agreement as provided above. The Parties and the mediator acknowledge that, unless specifically waived in writing, the provisions of California Evidence Code Section 1119 apply to this mediation. That section states, in part, that:

“Except as otherwise provided in this chapter:

- (a) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other non-criminal proceeding in which, pursuant to law, testimony can be compelled to be given.
  - (b) No Writing as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other non-criminal proceeding in which, pursuant to law, testimony can be compelled to be given.
  - (c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.”
4. **Time.** The parties expressly waive and exclude the application of the time limits set forth in Evidence Code Section 1125(a)(5) to these mediation proceedings, which states that if “(f) or 10 calendar days, there is no communication between the mediator and any of the parties to the mediation,” the mediation shall be deemed concluded.
5. **Fees.** The mediator shall be paid \$125 per hour per Party for all services rendered in connection with this mediation. Each party shall be responsible for the payment of its hourly fee of \$125 to the mediator. Each party’s attorney shall be responsible for payment of their client’s portion of the mediator’s fee. Fees shall be payable to Jeffrey Allen, 436-14<sup>th</sup> Street, Suite 1400, Oakland, California 94612.

6. **Underlying Action:** This dispute has become the subject of litigation in Alameda County, California. The action, entitled Jones v Smith, has been assigned action no. 2003-012345 by the Alameda County Superior Court.

7. **Execution.** Executed at Oakland, California as of March 1, 2003.

**Parties:**

**Attorneys:**

_____	_____
_____	_____
_____	_____

**Mediator:**

\_\_\_\_\_  
Jeffrey Allen